

1 BILL NO. S-82-06-15

2 SPECIAL ORDINANCE NO. S-107-82

3 (AS AMENDED)

4 AN ORDINANCE approving the City of
5 Fort Wayne's participation in an
6 Interlocal Cooperation Agreement with
7 Allen County, Indiana, and the
8 Economic Development Commission of
9 the State of Indiana, and amending the
10 City of Fort Wayne's Community Trust.

11 WHEREAS, the economic condition of the Fort Wayne,
12 Allen County, Indiana, area is in a distressed state; and

13 WHEREAS, the largest employer in the area is the
14 International Harvester Company; and

15 WHEREAS, the City of Fort Wayne; Allen County, Indiana;
16 and the State Economic Development Commission have together
17 participated in negotiations with the International Harvester
18 Company, to assist the International Harvester Company so as
19 to allow the International Harvester Company to retain operations
20 in this area; and

21 WHEREAS, the City of Fort Wayne; Allen County, Indiana;
22 and the Economic Development Commission of the State of Indiana
23 have agreed to participate in a transaction involving International
24 Harvester Company's intention to sell its Parts Distribution
25 Center in Fort Wayne and subsequently re-lease same, all in
26 a fashion that would improve International Harvester Company's
27 cash flow situation in general and assist International Harvester
28 Company in maintaining its operations locally; and

29 WHEREAS, the City of Fort Wayne's participation in
30 this Parts Distribution Center transaction is an agreement
31 by the City of Fort Wayne to provide to the newly-formed Allen
32 County Redevelopment Commission a financial commitment of up
33 to Three Million Dollars (\$3,000,000.00) in conjunction with
34 a similar commitment of up to Two Million Two Hundred Thousand
35 Dollars (\$2,200,000.00) from Allen County, Indiana, and up to

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2 a Four Million Dollars (\$4,000,000.00) commitment from the
3 Economic Development Commission of the State of Indiana; and

4 WHEREAS, the City of Fort Wayne's participation of
5 a financial commitment of up to Three Million Dollars
6 (\$3,000,000.00) would be payable only in the instances and only
7 to the extents as defined in the Interlocal Cooperation Agreement
8 by and between the City of Fort Wayne, Indiana; Allen County,
9 Indiana; and the Economic Development Commission of the State
10 of Indiana; and

11 WHEREAS, the rights of the City of Fort Wayne, with
12 respect to the Parts Distribution Center transaction and the
13 limitations on the liabilities of the City of Fort Wayne with
14 respect to such transaction, are as outlined in such Interlocal
15 Cooperation Agreement; and

16 WHEREAS, the Common Council of the City of Fort Wayne,
17 Indiana has previously created, by General Ordinance No. G-21-75,
18 a Trust Agreement entitled "The City of Fort Wayne Community
19 Trust", said Trust created for the general welfare and benefit
20 of the citizens of this community; and

21 WHEREAS, to provide the financial commitments of the
22 City of Fort Wayne, Indiana, as herein referred to in this
23 Ordinance, it will be necessary for the Common Council to amend
24 said Trust Agreement (The City of Fort Wayne Community Trust);
25 and

26 WHEREAS, it will be necessary for the Common Council
27 of the City of Fort Wayne to approve of the proposed Interlocal
28 Cooperation Agreement by and between the City of Fort Wayne,
29 Indiana; Allen County, Indiana; and the Economic Development
30 Commission of the State of Indiana; pursuant to I.C. 36-1-7-1
31 et seq.;

32 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL

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2 OF THE CITY OF FORT WAYNE, INDIANA:

3 SECTION 1. The Common Council of the City of Fort
4 Wayne, Indiana, and the administration are committed to economic
5 development and economic improvement, all for the benefit of
6 the citizens of this community.

7 SECTION 2. The City of Fort Wayne's participation
8 in the Interlocal Cooperation Agreement by and between the
9 City of Fort Wayne, Indiana; Allen County, Indiana; and the
10 Economic Development Commission of the State of Indiana is hereby
11 approved and said Interlocal Cooperation Agreement is hereby
12 ratified and approved in all respects pursuant to I.C. 36-1-7-2
13 and I.C. 36-1-7-4(a)(2). Furthermore, the Mayor of the City
14 of Fort Wayne, Indiana is hereby authorized to enter said Inter-
15 local Cooperation Agreement on behalf of the City of Fort Wayne,
16 Indiana. A copy of said Interlocal Cooperation Agreement is
17 attached hereto, made a part hereof, as if fully set out herein,
18 and furthermore, two copies of said Interlocal Cooperation
19 Agreement are on file with the City Clerk's Office and made
20 available for public inspection according to law. To help
21 insure the availability of monies for the City's financial
22 commitment as provided in the Interlocal Cooperation Agreement,
23 it is agreed that there shall be maintained a minimum balance
24 of Two Million Five Hundred Thousand Dollars (\$2,500,000.00)
25 in the City of Fort Wayne Community Trust for the duration of
26 the lease obligations of International Harvester Company.

27 SECTION 3. The City of Fort Wayne Community Trust,
28 as established by General Ordinance No. G-21-75, by this Common
29 Council, is hereby amended. In that regard, the Board of
30 Trustees of the City of Fort Wayne Community Trust is hereby
31 authorized to execute the Amendment to the City of Fort Wayne
32 Community Trust attached hereto, made a part hereof, as if fully

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2 set out herein. Two copies of said Amendment are on file with
3 the City Clerk's Office and made available for public inspection
4 according to law.

5 SECTION 4. If any section, clause, sentence, paragraph,
6 part or provision of this Ordinance shall be held invalid, it
7 shall be conclusively presumed that this Ordinance would have
8 been passed by the Common Council without such invalid section,
9 clause, sentence, paragraph, part or provision.

10 SECTION 5. That this Ordinance shall be in full force
11 and effect from and after its passage and any and all necessary
12 approval by the Mayor.

13
14 _____
15 Councilmember

16 APPROVED AS TO FORM AND LEGALITY
17 THIS 15th DAY OF JUNE, 1982.

18 
19 Bruce O. Boxberger, City Attorney

1 BILL NO. S-82-06- *15 as Amended*

2 SPECIAL ORDINANCE NO. S-_____

3 AN ORDINANCE approving the City of
4 Fort Wayne's participation in an
5 Interlocal Cooperation Agreement with
6 Allen County, Indiana, and the
7 Economic Development Commission of
8 the State of Indiana, and amending the
9 City of Fort Wayne's Community Trust.

10 WHEREAS, the economic condition of the Fort Wayne,
11 Allen County, Indiana, area is in a distressed state; and '

12 WHEREAS, the largest employer in the area is the
13 International Harvester Company; and

14 WHEREAS, the City of Fort Wayne; Allen County, Indiana;
15 and the State Economic Development Commission have together
16 participated in negotiations with the International Harvester
17 Company, to assist the International Harvester Company so as
18 to allow the International Harvester Company to retain operations
19 in this area; and

20 WHEREAS, the City of Fort Wayne; Allen County, Indiana;
21 and the Economic Development Commission of the State of Indiana
22 have agreed to participate in a transaction involving International
23 Harvester Company's intention to sell its Parts Distribution
24 Center in Fort Wayne and subsequently re-lease same, all in
25 a fashion that would improve International Harvester Company's
26 cash flow situation in general and assist International Harvester
27 Company in maintaining its operations locally; and

28 WHEREAS, the City of Fort Wayne's participation in
29 this Parts Distribution Center transaction is an agreement
30 by the City of Fort Wayne to provide to the newly-formed Allen
31 County Redevelopment Commission a financial commitment of up
32 to Three Million Dollars (\$3,000,000.00) in conjunction with
a similar commitment of up to Two Million Two Hundred Thousand
Dollars (\$2,200,000.00) from Allen County, Indiana, and up to
a Four Million Dollars (\$4,000,000.00) commitment from the
Economic Development Commission of the State of Indiana; and

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2 WHEREAS, the City of Fort Wayne's participation of
3 a financial commitment of up to Three Million Dollars
4 (\$3,000,000.00) would be payable only in the instances and only
5 to the extents as defined in the Interlocal Cooperation Agreement
6 by and between the City of Fort Wayne, Indiana; Allen County,
7 Indiana; and the Economic Development Commission of the State
8 of Indiana; and

9 WHEREAS, the rights of the City of Fort Wayne, with
10 respect to the Parts Distribution Center transaction and the
11 limitations on the liabilities of the City of Fort Wayne with
12 respect to such transaction, are as outlined in such Interlocal
13 Cooperation Agreement; and

14 WHEREAS, the City of Fort Wayne offers a further
15 guarantee of up to Three Million Dollars (\$3,000,000.00) that
16 would inure to the benefit of the purchaser or lender of the
17 International Harvester Company's Scout Plant operations here in
18 Fort Wayne; and

19 WHEREAS, the Common Council of the City of Fort Wayne,
20 Indiana has previously created, by General Ordinance No. G-21-75,
21 a Trust Agreement entitled "The City of Fort Wayne Community
22 Trust", said Trust created for the general welfare and benefit
23 of the citizens of this community; and

24 WHEREAS, to provide the financial commitments of the
25 City of Fort Wayne, Indiana, as herein referred to in this
26 Ordinance, it will be necessary for the Common Council to amend
27 said Trust Agreement (The City of Fort Wayne Community Trust);
28 and

29 WHEREAS, it will be necessary for the Common Council
30 of the City of Fort Wayne to approve of the proposed Interlocal
31 Cooperation Agreement by and between the City of Fort Wayne,,
32 Indiana; Allen County, Indiana; and the Economic Development

1 Page Three

2 Commission of the State of Indiana; pursuant to I.C. 36-1-7-1
3 et seq.;

4 NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
5 OF THE CITY OF FORT WAYNE, INDIANA:

6 SECTION 1. The Common Council of the City of Fort
7 Wayne, Indiana, and the administration are committed to economic
8 development and economic improvement, all for the benefit of
9 the citizens of this community.

10 SECTION 2. The City of Fort Wayne's participation
11 in the Interlocal Cooperation Agreement by and between the
12 City of Fort Wayne, Indiana; Allen County, Indiana; and the
13 Economic Development Commission of the State of Indiana is hereby
14 approved and said Interlocal Cooperation Agreement is hereby
15 ratified and approved in all respects pursuant to I.C. 36-1-7-2
16 and I.C. 36-1-7-4(a)(2). Furthermore, the Mayor of the City
17 of Fort Wayne, Indiana is hereby authorized to enter said Inter-
18 local Cooperation Agreement on behalf of the City of Fort Wayne,
19 Indiana. A copy of said Interlocal Cooperation Agreement is
20 attached hereto, made a part hereof, as if fully set out herein,
21 and furthermore, two copies of said Interlocal Cooperation
22 Agreement are on file with the City Clerk's Office and made
23 available for public inspection according to law.

24 SECTION 3. The Common Council of the City of Fort
25 Wayne, Indiana, does hereby approve of the City of Fort Wayne's
26 financial guarantee of up to Three Million Dollars (\$3,000,000.00)
27 with respect to the International Harvester Company's Scout
28 Plant operations here in Fort Wayne, Indiana; provided, however,
29 that the terms and conditions of said financial guarantee shall
30 be approved by the Common Council prior to execution of same.

31 SECTION 4. The City of Fort Wayne Community Trust,
32 as established by General Ordinance No. G-21-75, by this Common

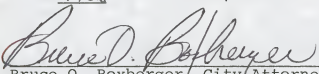
1 Page Four

2 Council, is hereby amended. In that regard, the Board of Trustees
3 of the City of Fort Wayne Community Trust is hereby authorized
4 to execute the Amendment to the City of Fort Wayne Community
5 Trust attached hereto, made a part hereof, as if fully set out
6 herein. Two copies of said Amendment are on file with the
7 City Clerk's Office and made available for public inspection
8 according to law.

9 SECTION 5. If any section, clause, sentence, paragraph,
10 part or provision of this Ordinance shall be held invalid, it
11 shall be conclusively presumed that this Ordinance would have
12 been passed by the Common Council without such invalid section,
13 clause, sentence, paragraph, part or provision.

14 SECTION 6. That this Ordinance shall be in full force
15 and effect from and after its passage and any and all necessary
16 approval by the Mayor.

17
18
19 APPROVED AS TO FORM AND LEGALITY
20 THIS 14th DAY OF JUNE, 1982.

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22 
23 Bruce O. Boxberger, City Attorney
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Councilmember

Read the first time in full and on motion by _____, seconded by _____, and duly adopted, read the second time by title and referred to the Committee _____ (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, 19____, the _____ day of _____, at _____ o'clock _____ M., E.S.T.

DATE: _____

CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Gustaf, seconded by _____, and duly adopted, placed on its passage. PASSED ~~(lost)~~ by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>7</u>	<u>0</u>	_____	<u>2</u>	_____
<u>BRADBURY</u>	<u>X</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>X</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	_____	_____	_____	<u>X</u>	_____
<u>SCHMIDT</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	_____	_____	_____	<u>X</u>	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 6-15-82

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (~~GENERAL~~) (~~ANNEXATION~~) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) NO. A-107-82 on the 15th day of June, 1982.

ATTEST:

(SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 16th day of June, 1982, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 17th day of June, 1982, at the hour of 4 o'clock A. M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR. - MAYOR

SUSPENSION OF RULES

BILL NO. S-82-06-15

COUNCILMAN GiaQuinta, MOVED TO SUSPEND THE RULES ON THE
PASSAGE OF BILL NO. S-82-06-15, AT THE MEETING OF THE
COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA HELD ON Tuesday
THE 15th DAY OF June, 19 82 SAID MOTION WAS
SECONDED BY COUNCILMAN Eisbart, AND DULY PASSED BY
UNANIMOUS VOTE OF ALL LEGALLY ELECTED MEMBERS OF THE COMMON COUNCIL. THE
ABOVE BILL NO. S-82-06-15 WAS THEN PLACED ON PASSAGE.

DATE: June 15, 1982
Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>7</u>	<u>0</u>	<u>0</u>	<u>2</u>	
<u>BRADBURY</u>	<u>X</u>				
<u>BURNS</u>	<u>X</u>		<u>X</u>		
<u>EISBART</u>	<u>X</u>				
<u>GiaQUINTA</u>	<u>X</u>				
<u>NUCKOLS</u>				<u>X</u>	
<u>SCHMIDT</u>	<u>X</u>				
<u>SCHOMBURG</u>	<u>X</u>				
<u>STIER</u>				<u>X</u>	
<u>TALARICO</u>	<u>X</u>				

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA,
AS S-107-82

ATTEST:

(SEAL)

DATE: June 15-1982

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

INTERLOCAL COOPERATION AGREEMENT

This Agreement entered into by and between the political subdivisions of Allen County, Indiana (hereinafter referred to as "County"); the City of Fort Wayne, Indiana (hereinafter referred to as "City"); and the Indiana State agency known as the Economic Development Commission of the State of Indiana (hereinafter referred to as "State").

WITNESSETH:

WHEREAS, the parties hereto have together participated in negotiations with the International Harvester Company (hereinafter referred to as "I.H.") to assist I.H. so as to allow I.H. to retain operations in this area; and

WHEREAS, the parties hereto have participated with I.H. and the private sector in negotiations that have facilitated an agreement by and between I.H. and a private purchaser with respect to the sale by I.H. of its local Parts Distribution Center (P.D.C.) to such purchaser; and

WHEREAS, the sale by I.H. of its P.D.C. will result in payment to I.H. that will improve its operating cash flow needs; and

WHEREAS, to initiate necessary governmental involvement in this transaction, it is contemplated that said P.D.C. will be leased by the purchaser of same to the newly created Allen County Redevelopment Commission (A.C.R.C.); and

WHEREAS, to facilitate I.H.'s continued use of the P.D.C., I.H. has agreed to lease same from A.C.R.C. for a period of up to ten (10) years, after which time I.H. would be obligated to repurchase the P.D.C.; and

WHEREAS, to guarantee the success of the transaction herein referred to and in order to complete same, it is necessary, and the parties have been requested, to provide certain financial

commitments to be relied upon only in the event of a default by I.H. with respect to its lease and repurchase as aforescribed; and

WHEREAS, in return for the efforts made by the parties hereto and in recognition of the efforts by them, I.H. has agreed, for the term of its lease, to retain heavy truck production in the Fort Wayne, Indiana and the Allen County, Indiana area; and

WHEREAS, this Agreement is necessary to allow the parties to collectively and effectively make their individual financial commitments in relationship to this transaction;

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Indiana and specifically as executed by the parties hereto pursuant to I.C. 36-1-7.
2. Legal Requirements. This Agreement and the effectiveness hereof is subject to all necessary legal approvals as follows:
 - (a) approval of the fiscal bodies, by ordinance or resolution, of the City of Fort Wayne, Indiana (its Common Council) and Allen County, Indiana (its County Council) pursuant to I.C. 36-1-7-2 and I.C. 36-1-7-4(a)(2);
 - (b) approval of the Attorney General of the State of Indiana as required by I.C. 36-1-7-4(b);
 - (c) approval of the State of Indiana's Economic Development Commission; and
 - (d) recordation of the Agreement with the Allen County, Indiana Recorder.

In addition, and within a period of no longer than sixty (60) days from the effective date of this Agreement, a copy of same shall be filed with the State Board of Accounts for audit purposes pursuant to I.C. 36-1-7-6. For purposes hereof, the effective date of this Agreement shall be deemed to be that date that all

necessary approvals hereunder have been obtained.

3. Duration. The term of this Agreement shall coincide with the length of the financial commitments of the parties hereto as explained in paragraph five (5) hereof.

4. Purposes. The purposes of this Agreement are: to allow the State, City and County to collectively and effectively make certain financial commitments with respect to the sale and lease-back and repurchase arrangements involving I.H.'s P.D.C. located at 3405 Meyer Road, Fort Wayne, Indiana; and to provide cooperation, joint control, protection and cohesive administration with respect to such commitments, and the minimization of any risks associated with same.

5. Commitments Made. As previously stated, I.H. will sell its P.D.C. and related personal property to a private third party purchaser who in turn will lease the property to the A.C.R.C. for a period of ten (10) years. The A.C.R.C. will then sublease the property to I.H. and I.H. will then be required to repurchase the property within said ten (10) years. If I.H. defaults on its lease payments or on its obligations to repurchase, the A.C.R.C. will be required to pay to the owner of the leased property the unpaid balance of the original purchase price (\$9.2 million) with a maximum payment of \$9.2 million at the inception of the lease arrangement gradually decreased to a sum of \$7 million by the end of the ten (10) year lease.

To allow completion of this transaction it is necessary for the parties to make financial commitments. In that regard, the parties hereto do hereby, subject to the terms and conditions hereof, obligate themselves as follows:

- (a) the Economic Development Commission of the State of Indiana commits from its Economic Development Fund 43.5% of the monies (up to a maximum of \$4 million) that the A.C.R.C. would be required to pay in the event of a default by I.H. with respect to its lease

or repurchase obligations;

It should be noted that the \$4 million maximum as committed by the Economic Development Commission of the State of Indiana herein is comprised of two (2) separate \$2 million guarantees, if necessary.

- (b) the City of Fort Wayne, Indiana commits from its Fort Wayne Community Trust (City Light Lease Trust) 32.6% (up to a maximum of \$3 million) of the monies that the A.C.R.C. would be required to pay in the event of a default by I.H. with respect to its lease or repurchase obligations; and
- (c) Allen County, Indiana through its Allen County Redevelopment Commission and the creation of a special taxing district, commits 23.9% (up to a maximum of \$2.2 million) of the monies that the A.C.R.C. would be required to pay in the event of a default by I.H. with respect to its lease or repurchase obligations.

It is specifically understood and agreed that none of the parties hereto shall be obligated to pay any sums unless and until I.H. defaults in its lease obligations or in its repurchase obligations and then only to the extent necessary to pay to the A.C.R.C. that sum owed by the A.C.R.C. because of such default with each party hereto contributing its applicable percentage, with appropriate maxima, as described in subparagraphs (a), (b) and (c) above.

Provided, however, and notwithstanding anything herein to the contrary, the parties shall not be obligated to pay any sums until it can be demonstrated to the satisfaction of all parties that the P.D.C., the real estate upon which it is situate, and all personal property leased to the A.C.R.C., can be conveyed to the parties, in fee simple and good and marketable title, free of all liens, mortgages, encumbrances and security interests of any kind or character. If payment is necessitated hereunder, as aforescribed, from the financial commitments of the parties, then such property

shall be so transferred as herein provided to the parties to be held and disposed of by them as provided for in paragraph seven (7) hereof.

6. Additional Documents. The parties hereto may execute further documents and agreements evidencing and clarifying the terms and conditions of the commitments made herein by them, respectively. Such additional documents and agreements shall become effective and binding, without further action or approval, upon the approval of this Agreement, as provided for in paragraph two (2) hereof. Provided, however, that no such further documentation or agreements shall in any fashion place obligations upon the parties in addition to those commitments made herein. It is agreed that the obligations of the parties hereto shall be subject to obtaining all necessary additional documents and agreements, as deemed appropriate by the parties, and in that regard such additional documentation shall include:

- (a) written guarantees, including commitments made in this Agreement, extended to the A.C.R.C.;
- (b) assignments, if necessary, of guarantees made herein to the purchaser (or his lender) of the P.D.C.;
- (c) written assurances from I.H. as to the retention of its operations locally;
- (d) written assurances from I.H. as to the fact that it has no present plans to take advantage of any laws relating to insolvency, provided however, that such assurances shall not be deemed to be waivers on the part of the parties hereto to take advantage of any exceptions or exemptions under insolvency laws;
- (e) written assurance from I.H. that it will not take advantage of Chapter Eleven of the Bankruptcy Act or any other similar federal or state law to relieve itself, in whole or in part, of its lease obligations with respect to the P.D.C.;
- (f) acknowledgement and agreement from all parties involved in the transaction, including the purchaser's lender

as to the fact that the parties hereto shall receive, by good and marketable title, the P.D.C. real estate and personal property as leased in the event that payment is required of the parties hereto, free from all liens and encumbrances of whatever kind or character;

- (g) assignment(s) to the parties hereto of all rights, claims, interests and demands that any other party involved in the transaction may have against I.H. in the event of its default under its lease or repurchase agreements;
- (h) agreement from all parties involved in the contemplated transaction that no agreement will be made or no agreement will be modified so as to jeopardize the interests, or in any way limit or diminish, the protection of security otherwise extended to the parties hereto;
- (i) the provision of security interests satisfactory to the State with respect to I.H.'s Indianapolis property and appropriate documentation satisfactory to the State as to the geographic separateness of the commitments made by the State; that the project or projects involved demonstrate that they save jobs to the satisfaction of the State, and any other requirements as deemed necessary by the State; and
- (j) approval by the parties hereto of all lease agreements, repurchase agreements and the like evidencing the transaction herein referred to with respect to I.H.'s P.D.C.

All documents referred to in this paragraph six (6) pertaining to the City's participation shall be submitted to the Common Council of the City of Fort Wayne, Indiana prior to the execution thereof.

7. Administration.

(a) Creation of Joint Board.

While the financial commitments herein are individually made on behalf of each of the parties hereto, they are the results of the united and concerted efforts of the parties to foster economic stability and development in this area. Thus, the parties desire to administer their rights and responsibilities hereunder in joint fashion, as much as is possible. Therefore, for such administrative purposes, there is hereby created a Joint Board consisting of:

1. the Mayor of the City of Fort Wayne, Indiana;
2. the three (3) County Commissioners of Allen County, Indiana or their designates; and
3. the Chairperson of the State's Economic Development Commission.

This Joint Board shall not be considered a separate legal entity, but rather a Board established for administrative convenience representing the parties hereto. Accordingly, all action taken by, or agreements entered into by, such Board shall not be deemed to be actions or undertakings of such Board but instead actions or undertakings of the parties hereto.

All decisions to be made and actions to be taken by the Joint Board shall be accomplished only upon the unanimous consent of all Joint Board members.

Notwithstanding anything herein to the contrary, if any monies are required of the parties pursuant to their financial commitments as referred to in paragraph five (5) of this Agreement, each party shall be solely responsible for the payment of its commitments.

(b) Powers.

Since the Joint Board herein established is not

a separate legal entity, but rather an extension of the parties hereto, it is not the intention of the parties to limit the powers of such Joint Board to only the powers expressly enumerated herein and accordingly, the Joint Board shall have on behalf of the governmental parties hereto, all powers necessary to carry out the terms and conditions hereof included but not limited to:

1. execution of all documents necessary to implement the provisions hereof, including written guarantees;
2. acquisition of real estate and personal property;
3. the ability to lease real estate and personal property;
4. the ability to dispose of real estate and personal property; and
5. the ability to file suit to mitigate payments made hereunder.

(c) Ownership of Property.

Any property acquired or otherwise obtained under this Agreement shall be deemed owned by the parties in proportion to the percentages of their financial commitments as provided for in paragraph five (5) hereof.

(d) Revenues.

Any revenues generated or earned under this Agreement shall belong to the parties hereto in proportion to the percentages of their financial commitments as provided for in paragraph five (5) hereof.

(e) Disposition of Property.

Property acquired shall be disposed of as determined by the unanimous vote of all Joint Board members and any proceeds or other consideration resulting from such disposition shall inure to the parties in proportion to the percentages of their

financial commitments as provided in paragraph five (5) hereof.

(f) Staffing.

If any administrative staffing is required for purposes hereunder same shall be provided by the City and County at no cost to the State. In that regard, the City agrees to provide staffing assistance from its Redevelopment Commission and Redevelopment staff.

(g) Financing.

It is not anticipated that administrative financing will be required and thus there is no need for the Joint Board to establish and maintain a budget. If, however, administrative financing is necessary, same shall be accomplished at no cost to the State in a fashion to be determined by unanimous agreement of the Mayor and County Commissioners, subject to all necessary approvals by the Common Council and County Council, respectively.

8. Termination. This Agreement and the responsibilities hereunder shall terminate at that point in time in which the parties hereto are no longer bound under their financial commitments herein made and in no event shall such commitments extend beyond ten (10) years from the date of execution of the lease agreement by and between the owner of the P.D.C. and the A.C.R.C., provided however, that this termination provision shall not limit the financial commitments of the parties hereto if, prior to the expiration of the said ten (10) year period referred to herein, the parties become liable to make the payments as described in paragraph five (5) hereof. Further provided, however, that this Agreement and all of the obligations hereunder shall terminate if a satisfactory lease and repurchase agreement have not been executed by and between I.H., a prospective purchaser of the P.D.C. and the A.C.R.C. by September 1, 1982.

9. Severability. If any part or provision of this Agreement shall be deemed unenforceable, then this Agreement shall be construed without such part or provision.

IN WITNESS WHEREOF, this Agreement has been signed by the parties on the dates below indicated.

CITY OF FORT WAYNE, INDIANA

DATED: _____

BY: _____
Winfield C. Moses, Jr.
Mayor of the City of Fort Wayne

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, this _____ day of _____, 1982, personally came and appeared the duly constituted, authorized, and elected Mayor of the City of Fort Wayne, Indiana, Winfield C. Moses, Jr., and acknowledged the execution of the above and foregoing.

WITNESS my hand and official Notarial Seal.

My Commission Expires: _____, Notary Public

My County of Residence: _____

COUNTY OF ALLEN, STATE OF INDIANA

DATED: _____

BY: _____
Jack K. Dunifon
Allen County Commissioner

DATED: _____

BY: _____
Richard M. Regedanz
Allen County Commissioner

DATED: _____

BY: _____
Richard M. Ellenwood
Allen County Commissioner

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, this _____ day of _____, 1982 personally came and appeared the duly constituted, authorized, and elected Commissioners of the County of Allen, State of Indiana: Jack K. Dunifon; Richard M. Regedanz; and Richard M. Ellenwood, and acknowledged the execution of the above and foregoing.

WITNESS my hand and official Notarial Seal.

My Commission Expires: _____, Notary Public

My County of Residence: _____

ECONOMIC DEVELOPMENT COMMISSION
OF THE STATE OF INDIANA

DATED: _____ BY: _____, Chairperson

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, this _____ day of _____, 1982, personally came and appeared the duly constituted, authorized, and elected Chairperson of the Economic Development Commission of the State of Indiana, _____, and acknowledged the execution of the above and foregoing.

WITNESS my hand and official Notarial Seal.

My Commission Expires: _____, Notary Public

My County of Residence: _____

This instrument prepared by Bruce O. Boxberger, City Attorney for the City of Fort Wayne, Indiana.

AMENDMENT

This Amendment made and entered into by the Board of Trustees of the City of Fort Wayne Community Trust this _____ day of _____, 1982.

WITNESSETH:

WHEREAS, the City of Fort Wayne Community Trust has been established by the Common Council of the City of Fort Wayne, Indiana pursuant to General Ordinance No. G-21-75; and

WHEREAS, the Board of Trustees of the City of Fort Wayne Community Trust as designated in said Ordinance entered into a Trust Agreement entitled "The City of Fort Wayne Community Trust"; and

WHEREAS, the Common Council of the City of Fort Wayne, Indiana has authorized the amendment of said Trust and the execution of said Amendment by the Board of Trustees;

NOW, THEREFORE, The City of Fort Wayne Community Trust is hereby amended as follows:

Authorization is hereby given to the Board of Trustees to use Trust property, first out of income, for the financial commitments made by the City of Fort Wayne, Indiana with respect to International Harvester Company's Parts Distribution Center up to a maximum of Three Million and No/100 Dollars (\$3,000,000.00).

It is specifically noted that no Trust funds need be used at this particular time for such purposes enumerated herein, but that said monies would only be used, if at all, when deemed necessary under the Interlocal Cooperation Agreement and related documents entered into by and between the City of Fort Wayne, Indiana;

Allen County, Indiana; and the State of Indiana's Economic Development Commission. Thus, there is no invasion of any income or corpus of the Trust corpus at this particular time but only authorization to use said monies in the future if deemed necessary.

If it is necessary to use such Trust funds, first out of income, and then out of corpus, all legal action will be taken at that time to accomplish same.

IN WITNESS WHEREOF, this Amendment has been made the day, month and year first written above.

BOARD OF TRUSTEES

Winfield C. Moses, Jr.
Mayor
City of Fort Wayne, Indiana

Samuel J. Talarico
President
Common Council of Fort Wayne, Indiana

Frank W. Heyman
Controller
City of Fort Wayne, Indiana

Mark E. GiaQuinta, Chairperson
Finance Committee
Common Council of Fort Wayne, Indiana

Stephen Bailey, Chairman
Board of Public Works
City of Fort Wayne, Indiana

John Nuckols, Chairperson
Public Works Committee
Common Council of Fort Wayne, Indiana

Betty Collins, Member
Board of Public Works
City of Fort Wayne, Indiana

Paul M. Burns, Chairperson
City Utilities Committee
Common Council of Fort Wayne, Indiana

Roberta Staten, Member
Board of Public Works
City of Fort Wayne, Indiana

INTERLOCAL COOPERATION AGREEMENT

This Agreement entered into by and between the political subdivisions of Allen County, Indiana (hereinafter referred to as "County"); the City of Fort Wayne, Indiana (hereinafter referred to as "City"); and the Indiana State agency known as the Economic Development Commission of the State of Indiana (hereinafter referred to as "State").

WITNESSETH:

WHEREAS, the parties hereto have together participated in negotiations with the International Harvester Company (hereinafter referred to as "I.H.") to assist I.H. so as to allow I.H. to retain operations in this area; and

WHEREAS, the parties hereto have participated with I.H. and the private sector in negotiations that have facilitated an agreement by and between I.H. and a private purchaser with respect to the sale by I.H. of its local Parts Distribution Center (P.D.C.) to such purchaser; and

WHEREAS, the sale by I.H. of its P.D.C. will result in payment to I.H. that will improve its operating cash flow needs; and

WHEREAS, to initiate necessary governmental involvement in this transaction, it is contemplated that said P.D.C. will be leased by the purchaser of same to the newly created Allen County Redevelopment Commission (A.C.R.C.); and

WHEREAS, to facilitate I.H.'s continued use of the P.D.C., I.H. has agreed to lease same from A.C.R.C. for a period of up to ten (10) years, after which time I.H. would be obligated to repurchase the P.D.C.; and

WHEREAS, to guarantee the success of the transaction herein referred to and in order to complete same, it is necessary, and the parties have been requested, to provide certain financial

commitments to be relied upon only in the event of a default by I.H. with respect to its lease and repurchase as aforescribed; and

WHEREAS, in return for the efforts made by the parties hereto and in recognition of the efforts by them, I.H. has agreed, for the term of its lease, to retain heavy truck production in the Fort Wayne, Indiana and the Allen County, Indiana area; and

WHEREAS, this Agreement is necessary to allow the parties to collectively and effectively make their individual financial commitments in relationship to this transaction;

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Indiana and specifically as executed by the parties hereto pursuant to I.C. 36-1-7.

2. Legal Requirements. This Agreement and the effectiveness hereof is subject to all necessary legal approvals as follows:

- (a) approval of the fiscal bodies, by ordinance or resolution, of the City of Fort Wayne, Indiana (its Common Council) and Allen County, Indiana (its County Council) pursuant to I.C. 36-1-7-2 and I.C. 36-1-7-4(a)(2);
- (b) approval of the Attorney General of the State of Indiana as required by I.C. 36-1-7-4(b);
- (c) approval of the State of Indiana's Economic Development Commission; and
- (d) recordation of the Agreement with the Allen County, Indiana Recorder.

In addition, and within a period of no longer than sixty (60) days from the effective date of this Agreement, a copy of same shall be filed with the State Board of Accounts for audit purposes pursuant to I.C. 36-1-7-6. For purposes hereof, the effective date of this Agreement shall be deemed to be that date that all

necessary approvals hereunder have been obtained.

3. Duration. The term of this Agreement shall coincide with the length of the financial commitments of the parties hereto as explained in paragraph five (5) hereof.

4. Purposes. The purposes of this Agreement are: to allow the State, City and County to collectively and effectively make certain financial commitments with respect to the sale and lease-back and repurchase arrangements involving I.H.'s P.D.C. located at 3405 Meyer Road, Fort Wayne, Indiana; and to provide cooperation, joint control, protection and cohesive administration with respect to such commitments, and the minimization of any risks associated with same.

5. Commitments Made. As previously stated, I.H. will sell its P.D.C. and related personal property to a private third party purchaser who in turn will lease the property to the A.C.R.C. for a period of ten (10) years. The A.C.R.C. will then sublease the property to I.H. and I.H. will then be required to repurchase the property within said ten (10) years. If I.H. defaults on its lease payments or on its obligations to repurchase, the A.C.R.C. will be required to pay to the owner of the leased property the unpaid balance of the original purchase price (\$9.2 million) with a maximum payment of \$9.2 million at the inception of the lease arrangement gradually decreased to a sum of \$7 million by the end of the ten (10) year lease.

To allow completion of this transaction it is necessary for the parties to make financial commitments. In that regard, the parties hereto do hereby, subject to the terms and conditions hereof, obligate themselves as follows:

- (a) the Economic Development Commission of the State of Indiana commits from its Economic Development Fund 43.5% of the monies (up to a maximum of \$4 million) that the A.C.R.C. would be required to pay in the event of a default by I.H. with respect to its lease

or repurchase obligations;

It should be noted that the \$4 million maximum as committed by the Economic Development Commission of the State of Indiana herein is comprised of two (2) separate \$2 million guarantees, if necessary.

- (b) the City of Fort Wayne, Indiana commits from its Fort Wayne Community Trust (City Light Lease Trust) 32.6% (up to a maximum of \$3 million) of the monies that the A.C.R.C. would be required to pay in the event of a default by I.H. with respect to its lease or repurchase obligations; and
- (c) Allen County, Indiana through its Allen County Redevelopment Commission and the creation of a special taxing district, commits 23.9% (up to a maximum of \$2.2 million) of the monies that the A.C.R.C. would be required to pay in the event of a default by I.H. with respect to its lease or repurchase obligations.

It is specifically understood and agreed that none of the parties hereto shall be obligated to pay any sums unless and until I.H. defaults in its lease obligations or in its repurchase obligations and then only to the extent necessary to pay to the A.C.R.C. that sum owed by the A.C.R.C. because of such default with each party hereto contributing its applicable percentage, with appropriate maxima, as described in subparagraphs (a), (b) and (c) above.

Provided, however, and notwithstanding anything herein to the contrary, the parties shall not be obligated to pay any sums until it can be demonstrated to the satisfaction of all parties that the P.D.C., the real estate upon which it is situate, and all personal property leased to the A.C.R.C., can be conveyed to the parties, in fee simple and good and marketable title, free of all liens, mortgages, encumbrances and security interests of any kind or character. If payment is necessitated hereunder, as aforescribed, from the financial commitments of the parties, then such property

shall be so transferred as herein provided to the parties to be held and disposed of by them as provided for in paragraph seven (7) hereof.

6. Additional Documents. The parties hereto may execute further documents and agreements evidencing and clarifying the terms and conditions of the commitments made herein by them, respectively. Such additional documents and agreements shall become effective and binding, without further action or approval, upon the approval of this Agreement, as provided for in paragraph two (2) hereof. Provided, however, that no such further documentation or agreements shall in any fashion place obligations upon the parties in addition to those commitments made herein. It is agreed that the obligations of the parties hereto shall be subject to obtaining all necessary additional documents and agreements, as deemed appropriate by the parties, and in that regard such additional documentation ^{shall} ~~may~~ include:

- (a) written guarantees, including commitments made in this Agreement, extended to the A.C.R.C.;
- (b) assignments, if necessary, of guarantees made herein to the purchaser (or his lender) of the P.D.C.;
- (c) written assurances from I.H. as to the retention of its operations locally;
- (d) written assurances from I.H. as to the fact that it has no present plans to take advantage of any laws relating to insolvency;
- (e) written assurance from I.H. that it will not take advantage of Chapter Eleven of the Bankruptcy Act or any other similar federal or state law to relieve itself, in whole or in part, of its lease obligations with respect to the P.D.C.;
- (f) acknowledgement and agreement from all parties involved in the transaction, including the purchaser's lender as to the fact that the parties hereto shall receive, by good and marketable title, the P.D.C. real estate and personal property as leased in the event that payment is required of the parties hereto, free from

all liens and encumbrances of whatever kind or character;

- (g) assignment(s) to the parties hereto of all rights, claims, interests and demands that any other party involved in the transaction may have against I.H. in the event of its default under its lease or repurchase agreements;
- (h) agreement from all parties involved in the contemplated transaction that no agreement will be made or no agreement will be modified so as to jeopardize the interests, or in any way limit or diminish, the protection of security otherwise extended to the parties hereto;
- (i) the provision of security interests satisfactory to the State with respect to I.H.'s Indianapolis property and appropriate documentation satisfactory to the State as to the geographic separateness of the commitments made by the State; that the project or projects involved demonstrate that they save jobs to the satisfaction of the State, and any other requirements as deemed necessary by the State; and
- (j) approval by the parties hereto of all lease agreements, repurchase agreements and the like evidencing the transaction herein referred to with respect to I.H.'s P.D.C.

7. Administration.

- (a) Creation of Joint Board.

While the financial commitments herein are individually made on behalf of each of the parties hereto, they are the results of the united and concerted efforts of the parties to foster economic stability and development in this area. Thus, the parties desire to administer their rights and responsibilities hereunder in joint fashion, as much as is possible.

Therefore, for such administrative purposes, there is hereby created a Joint Board consisting of:

1. the Mayor of the City of Fort Wayne, Indiana;
2. the three (3) County Commissioners of Allen County, Indiana or their designates; and
3. the Chairperson of the State's Economic Development Commission.

This Joint Board shall not be considered a separate legal entity, but rather a Board established for administrative convenience representing the parties hereto. Accordingly, all action taken by, or agreements entered into by, such Board shall not be deemed to be actions or undertakings of such Board but instead actions or undertakings of the parties hereto.

All decisions to be made and actions to be taken by the Joint Board shall be accomplished only upon the unanimous consent of all Joint Board members.

Notwithstanding anything herein to the contrary, if any monies are required of the parties pursuant to their financial commitments as referred to in paragraph five (5) of this Agreement, each party shall be solely responsible for the payment of its commitments.

(b) Powers.

Since the Joint Board herein established is not a separate legal entity, but rather an extension of the parties hereto, it is not the intention of the parties to limit the powers of such Joint Board to only the powers expressly enumerated herein and accordingly, the Joint Board shall have on behalf of the governmental parties hereto, all powers necessary to carry out the terms and conditions hereof included but not limited to:

1. execution of all documents necessary to implement

- the provisions hereof, including written guarantees;
2. acquisition of real estate and personal property;
 3. the ability to lease real estate and personal property;
 4. the ability to dispose of real estate and personal property; and
 5. the ability to file suit to mitigate payments made hereunder.
- (c) Ownership of Property.

Any property acquired or otherwise obtained under this Agreement shall be deemed owned by the parties in proportion to the percentages of their financial commitments as provided for in paragraph five (5) hereof.

- (d) Revenues.

Any revenues generated or earned under this Agreement shall belong to the parties hereto in proportion to the percentages of their financial commitments as provided for in paragraph five (5) hereof.

- (e) Disposition of Property.

Property acquired shall be disposed of as determined by the unanimous vote of all Joint Board members and any proceeds or other consideration resulting from such disposition shall inure to the parties in proportion to the percentages of their financial commitments as provided in paragraph five (5) hereof.

- (f) Staffing.

If any administrative staffing is required for purposes hereunder same shall be provided by the City and County at no cost to the State. In that regard, the City agrees to provide staffing assistance from its Redevelopment Commission and Redevelopment staff.

(g) Financing.

It is not anticipated that administrative financing will be required and thus there is no need for the Joint Board to establish and maintain a budget. If, however, administrative financing is necessary, same shall be accomplished at no cost to the State in a fashion to be determined by unanimous agreement of the Mayor and County Commissioners, subject to all necessary approvals by the Common Council and County Council, respectively.

8. Termination. This Agreement and the responsibilities hereunder shall terminate at that point in time in which the parties hereto are no longer bound under their financial commitments herein made and in no event shall such commitments extend beyond ten (10) years from the date of execution of the lease agreement by and between the owner of the P.D.C. and the A.C.R.C., provided however, that this termination provision shall not limit the financial commitments of the parties hereto if, prior to the expiration of the said ten (10) year period referred to herein, the parties become liable to make the payments as described in paragraph five (5) hereof. Further provided, however, that this Agreement and all of the obligations hereunder shall terminate if a satisfactory lease and repurchase agreement have not been executed by and between I.H., a prospective purchaser of the P.D.C. and the A.C.R.C. by September 1, 1982.

9. Severability. If any part or provision of this Agreement shall be deemed unenforceable, then this Agreement shall be construed without such part or provision.

IN WITNESS WHEREOF, this Agreement has been signed by the parties on the dates below indicated.

CITY OF FORT WAYNE, INDIANA

DATED: _____

BY: _____
Winfield C. Moses, Jr., Mayor

STATE OF INDIANA)
)
COUNTY OF ALLEN) SS:

Before me, the undersigned, a Notary Public, in and for said County and State, this _____ day of _____, 1982, personally came and appeared the duly constituted, authorized, and elected Mayor of the City of Fort Wayne, Winfield C. Moses, Jr., and acknowledged the execution of the above and foregoing.

WITNESS my hand and official Notarial Seal.

My Commission Expires: _____, Notary Public

My County of Residence: _____

COUNTY OF ALLEN, STATE OF INDIANA

DATED: _____

BY: _____
Jack K. Dunifon
Allen County Commissioner

DATED: _____

BY: _____
Richard M. Regedanz
Allen County Commissioner

DATED: _____

BY: _____
Richard M. Ellenwood
Allen County Commissioner

STATE OF INDIANA)
)
COUNTY OF ALLEN) SS:

Before me, the undersigned, a Notary Public, in and for said County and State, this _____ day of _____, 1982 personally came and appeared the duly constituted, authorized, and elected Commissioners of the County of Allen, State of Indiana: Jack K. Dunifon; Richard M. Regedanz; and Richard M. Ellenwood, and acknowledged the execution of the above and foregoing.

WITNESS my hand and official Notarial Seal.

My Commission Expires: _____, Notary Public

My County of Residence: _____

ECONOMIC DEVELOPMENT COMMISSION
OF THE STATE OF INDIANA

DATED: _____

BY: _____, Chairperson

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, this _____ day of _____, 1982, personally came and appeared the duly constituted, authorized, and elected Chairperson of the Economic Development Commission of the State of Indiana, _____, and acknowledged the execution of the above and foregoing.

WITNESS my hand and official Notarial Seal.

My Commission Expires: _____, Notary Public

My County of Residence:

This instrument prepared by Bruce O. Boxberger, City Attorney for the City of Fort Wayne, Indiana.

AMENDMENT

This Amendment made and entered into by the Board of Trustees of the City of Fort Wayne Community Trust this ____ day of _____, 1982.

WITNESSETH:

WHEREAS, the City of Fort Wayne Community Trust has been established by the Common Council of the City of Fort Wayne, Indiana pursuant to General Ordinance No. G-21-75; and

WHEREAS, the Board of Trustees of the City of Fort Wayne Community Trust as designated in said Ordinance entered into a Trust Agreement entitled "The City of Fort Wayne Community Trust"; and

WHEREAS, the Common Council of the City of Fort Wayne, Indiana has authorized the amendment of said Trust and the execution of said Amendment by the Board of Trustees;

NOW, THEREFORE, The City of Fort Wayne Community Trust is hereby amended as follows:

Authorization is hereby given to the Board of Trustees to use Trust property, first out of income, for the financial commitments made by the City of Fort Wayne, Indiana with respect to International Harvester Company's Parts Distribution Center up to a maximum sum of Three Million and No/100 Dollars (\$3,000,000.00) and for the financial commitment of the City of Fort Wayne, Indiana up to a maximum of Three Million and No/100 Dollars (\$3,000,000.00) with respect to International Harvester Company's Scout Plant operations here in Fort Wayne, Indiana.

It is specifically noted that no Trust funds need be used at this particular time for such purposes enumerated herein, but that said monies would only be used, if at all, when deemed necessary under the Interlocal Cooperation Agreement and related documents entered into by and between the City of Fort Wayne, Indiana; Allen County, Indiana; and the State of Indiana's Economic Development Commission and any separate guarantees made by the City of Fort Wayne, Indiana with respect to International Harvester Company's Scout Plant operations in Fort Wayne, Indiana. Thus, there is no invasion of any income or corpus of the Trust corpus at this particular time but only authorization to use said monies in the future if deemed necessary.

If it is necessary to use such Trust funds, first out of income, and then out of corpus, all legal action will be taken at that time to accomplish same.

IN WITNESS WHEREOF, this Amendment has been made the day, month and year first written above.

BOARD OF TRUSTEES

Winfield C. Moses, Jr.
Mayor
City of Fort Wayne, Indiana

Samuel J. Talarico
President
Common Council of Fort Wayne, Indiana

Frank W. Heyman
Controller
City of Fort Wayne, Indiana

Mark E. GiaQuinta, Chairperson
Finance Committee
Common Council of Fort Wayne, Indiana

Stephen Bailey, Chairman
Board of Public Works

John Nuckols, Chairperson
Public Works Committee
Common Council of Fort Wayne, Indiana

Betty Collins, Member
Board of Public Works

Paul M. Burns, Chairperson
City Utilities Committee
Common Council of Fort Wayne, Indiana

Roberta Staten, Member
Board of Public Works

Department of
Commerce

Lieutenant Governor
JOHN M. MUTZ
Director



State of Indiana

440 North Meridian Street
Indianapolis, Indiana 46204

(317) 232-8800
TWX: 810-341-3376
Cable: INCOM

June 14, 1982

Mr. Bruce Roxberger
City Attorney
c/o Mayor's Office
1 Main Street
Fort Wayne, IN 46802

Dear Bruce:

This letter is to let you know that the intergovernmental agreement regarding our guarantee of two \$2,000,000 purchases of International Harvester real estate as you described it to me in our telephone conversation of June 14, 1982, meets our approval. As we discussed, the agreement, of course, would need to be formally approved by the Attorney General's office and the Employment Development Commission, which is responsible for issuing the guarantees.

We look forward to working with you, the Mayor, and the City Council in consummating these important transactions.

Sincerely,

A handwritten signature in dark ink, appearing to read "Mark L. Akers".

Mark L. Akers, Director,
Industrial Development Division

MLA/jls



ALLEN COUNTY ATTORNEY

ROOM 200, CITY-COUNTY BUILDING
ONE MAIN STREET
FORT WAYNE, INDIANA 46802

County Attorneys

Thomas E. Ruzzo	743-9706
G. William Fishing III	743-9706
John O. Feighner	424-2000
W. Paul Helmke, Jr.	422-7422
Paul B. McNellis	422-3547

June 15, 1982

Mr. Bruce O. Boxberger, Esq.
200 Metro Building
Fort Wayne, Indiana 46802

In Re: The Interlocal Cooperation Act
Agreement for the International
Harvester Redevelopment Project

Dear Bruce:

I have reviewed the proposed Interlocal Cooperation Act Agreement for the International Harvester Company and find it to be legally sufficient. It is also my opinion that it is a necessary and proper element in the state, city and county's effort to assist International Harvester.

Very truly yours,

ALLEN COUNTY ATTORNEY

Thomas E Ruzzo

Thomas E. Ruzzo

TER/rma

P29 9171450

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL
(See Reverse)

SENT TO		Ben A. Eisbart	
STREET AND NO.		3601 N. Wash. Rd.	
P.O., STATE AND ZIP CODE		Ft. Wayne, IN 46804	
POSTAGE		\$	
CONSULT POSTMASTER FOR FEES OPTIONAL SERVICES RETURN RECEIPT SERVICE	CERTIFIED FEE		¢
	SPECIAL DELIVERY		¢
	RESTRICTED DELIVERY		¢
	SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY		¢
	SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY		¢
	SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY		¢
	SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY		¢
TOTAL POSTAGE AND FEES		\$	
POSTMARK OR DATE 6/11/82			

PS Form 3800, Apr. 1976

P29 9171458

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL
(See Reverse)

SENT TO		Roy J. Schomburg	
STREET AND NO.		2015 Sherman Blvd.	
P.O., STATE AND ZIP CODE		Ft. Wayne, Ind. 46808	
POSTAGE		\$	
CONSULT POSTMASTER FOR FEES OPTIONAL SERVICES RETURN RECEIPT SERVICE	CERTIFIED FEE		¢
	SPECIAL DELIVERY		¢
	RESTRICTED DELIVERY		¢
	SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY		¢
	SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY		¢
	SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY		¢
	SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY		¢
TOTAL POSTAGE AND FEES		\$	
POSTMARK OR DATE 6/11/82			

PS Form 3800, Apr. 1976

P29 9171459

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL
(See Reverse)

SENT TO		Donald J. Schmidt	
STREET AND NO.		2110 Forest Park	
P.O., STATE AND ZIP CODE		Ft. Wayne, IN 46805	
POSTAGE		\$	
CONSULT POSTMASTER FOR FEES OPTIONAL SERVICES RETURN RECEIPT SERVICE	CERTIFIED FEE		¢
	SPECIAL DELIVERY		¢
	RESTRICTED DELIVERY		¢
	SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY		¢
	SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY		¢
	SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY		¢
	SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY		¢
TOTAL POSTAGE AND FEES		\$	
POSTMARK OR DATE 6/11/82			

PS Form 3800, Apr. 1976

P29 9171449

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL
(See Reverse)

SENT TO		Mark GiaQuinta	
STREET AND NO.		4202 So. Wayne Ave.	
P.O., STATE AND ZIP CODE		Ft. Wayne, IN 46807	
POSTAGE		\$	
CONSULT POSTMASTER FOR FEES	CERTIFIED FEE	\$	
	OPTIONAL SERVICES	SPECIAL DELIVERY	\$
		RESTRICTED DELIVERY	\$
		SHOW TO WHOM AND DATE DELIVERED	\$
		SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY	\$
		SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	\$
RETURN RECEIPT SERVICE	SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	\$	
TOTAL POSTAGE AND FEES		\$	
POSTMARK OR DATE		6/11/82	

PS Form 3800, Apr. 1976

P29 9171448

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL
(See Reverse)

SENT TO		James S. Stier	
STREET AND NO.		3404 Congress	
P.O., STATE AND ZIP CODE		Ft. Wayne, IN 46806	
POSTAGE		\$	
CONSULT POSTMASTER FOR FEES	CERTIFIED FEE	\$	
	OPTIONAL SERVICES	SPECIAL DELIVERY	\$
		RESTRICTED DELIVERY	\$
		SHOW TO WHOM AND DATE DELIVERED	\$
		SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY	\$
		SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	\$
RETURN RECEIPT SERVICE	SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	\$	
TOTAL POSTAGE AND FEES		\$	
POSTMARK OR DATE		6/11/82	

PS Form 3800, Apr. 1976

P29 9171444

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL
(See Reverse)

SENT TO		John Nuckols	
STREET AND NO.		2419 Winch St.	
P.O., STATE AND ZIP CODE		Ft. Wayne, IN 46803	
POSTAGE		\$	
CONSULT POSTMASTER FOR FEES	CERTIFIED FEE	\$	
	OPTIONAL SERVICES	SPECIAL DELIVERY	\$
		RESTRICTED DELIVERY	\$
		SHOW TO WHOM AND DATE DELIVERED	\$
		SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY	\$
		SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	\$
RETURN RECEIPT SERVICE	SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	\$	
TOTAL POSTAGE AND FEES		\$	
POSTMARK OR DATE		6/11/82	

PS Form 3800, Apr. 1976

P29 9171447

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL
(See Reverse)

SENT TO		Janet Bradbury	
STREET AND NO.		2109 Pinnacle Ct.	
P.O. STATE AND ZIP CODE		Ft. Wayne, IN 46815	
POSTAGE		\$	
CONSULT POSTMASTER FOR FEES	CERTIFIED FEE	¢	
	SPECIAL DELIVERY	¢	
	RESTRICTED DELIVERY	¢	
	OPTIONAL SERVICES	¢	
	RETURN RECEIPT SERVICE	¢	
	SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY	¢	
TOTAL POSTAGE AND FEES		\$	
POSTMARK OR DATE		6/11/82	

PS Form 3800, Apr. 1976

P29 9171446

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL
(See Reverse)

SENT TO		Paul M. Burns	
STREET AND NO.		4201 Warsaw	
P.O. STATE AND ZIP CODE		Ft. Wayne, IN 46806	
POSTAGE		\$	
CONSULT POSTMASTER FOR FEES	CERTIFIED FEE	¢	
	SPECIAL DELIVERY	¢	
	RESTRICTED DELIVERY	¢	
	OPTIONAL SERVICES	¢	
	RETURN RECEIPT SERVICE	¢	
	SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY	¢	
TOTAL POSTAGE AND FEES		\$	
POSTMARK OR DATE		6/11/82	

PS Form 3800, Apr. 1976

P29 9171445

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL
(See Reverse)

SENT TO		Samuel J. Talarico	
STREET AND NO.		1923 E. State	
P.O. STATE AND ZIP CODE		Ft. Wayne, IN 46805	
POSTAGE		\$	
CONSULT POSTMASTER FOR FEES	CERTIFIED FEE	¢	
	SPECIAL DELIVERY	¢	
	RESTRICTED DELIVERY	¢	
	OPTIONAL SERVICES	¢	
	RETURN RECEIPT SERVICE	¢	
	SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY	¢	
TOTAL POSTAGE AND FEES		\$	
POSTMARK OR DATE		6/11/82	

PS Form 3800, Apr. 1976

UNITED STATES POSTAL SERVICE

OFFICIAL BUSINESS

SENDER INSTRUCTIONS

Print your name, address, and ZIP Code in the space below.

- Complete items 1, 2, and 3 on the reverse.
- Attach to front of article if space permits, otherwise affix to back of article.
- Endorse article "Return Receipt Requested" adjacent to number.

PENALTY FOR PRIVATE
USE TO AVOID PAYMENT
OF POSTAGE. \$300



RETURN
TO



City Clerks Office-Room 122

(Name of Sender)

One East Main Street

City-County Bldg.

(Street or P.O. Box)

Fort Wayne, Indiana 46802

(City, State, and ZIP Code)

PS Form 3811, Jan. 1979

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

<p>● SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.</p>								
<p>1. The following service is requested (check one.)</p> <p><input checked="" type="checkbox"/> Show to whom and date delivered.....\$</p> <p><input type="checkbox"/> Show to whom, date and address of delivery.....\$</p> <p><input type="checkbox"/> RESTRICTED DELIVERY</p> <p> Show to whom and date delivered.....\$</p> <p><input type="checkbox"/> RESTRICTED DELIVERY.</p> <p> Show to whom, date, and address of delivery.\$ _____</p> <p>(CONSULT POSTMASTER FOR FEES)</p>								
<p>2. ARTICLE ADDRESSED TO:</p> <p>Ben A. Eisbart 3601 N. Washington Rd. Ft. Wayne, Indiana 46804</p>								
<p>3. ARTICLE DESCRIPTION:</p> <table border="1"> <tr> <td>REGISTERED NO.</td> <td>CERTIFIED NO.</td> <td>INSURED NO.</td> </tr> <tr> <td>P29</td> <td>9171450</td> <td></td> </tr> </table> <p>(Always obtain signature of addressee or agent)</p>			REGISTERED NO.	CERTIFIED NO.	INSURED NO.	P29	9171450	
REGISTERED NO.	CERTIFIED NO.	INSURED NO.						
P29	9171450							
<p>I have received the article described above.</p> <p>SIGNATURE <input type="checkbox"/> Addressee <input type="checkbox"/> Authorized agent</p> <p><i>Sharon Eisbart</i></p>								
<p>4. DATE OF DELIVERY</p> <p>6-12-82</p>								
<p>5. ADDRESS (Complete only if requested)</p>								
<p>6. UNABLE TO DELIVER BECAUSE:</p>		<p>CLERK'S INITIALS</p>						



UNITED STATES POSTAL SERVICE
OFFICIAL BUSINESS



SENDER INSTRUCTIONS 1962

Print your name, address, and ZIP Code in the space below.

- Complete items 1, 2, and 3 on the reverse.
- Attach to front of article if space permits, otherwise affix to back of article.
- Endorse article "Return Receipt Requested" adjacent to number.

PENALTY FOR PRIVATE
USE TO AVOID PAYMENT
OF POSTAGE: \$300



RETURN
TO



City Clerks Office-Room 122

(Name of Sender)

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City-County Bldg.

(Street or P.O. Box)

Fort Wayne, Indiana 46802

(City, State, and ZIP Code)

PS Form 3811, Jan. 1978

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

<p>SENDER: Complete Items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.</p>								
<p>1. The following service is requested (check one.)</p> <p><input checked="" type="checkbox"/> Show to whom and date delivered.....\$</p> <p><input type="checkbox"/> Show to whom, date and address of delivery.....\$</p> <p><input type="checkbox"/> RESTRICTED DELIVERY</p> <p> Show to whom and date delivered.....\$</p> <p><input type="checkbox"/> RESTRICTED DELIVERY.</p> <p> Show to whom, date, and address of delivery \$ ____</p> <p>(CONSULT POSTMASTER FOR FEES)</p>								
<p>2. ARTICLE ADDRESSED TO:</p> <p>Donald J. Schmidt 2110 Forest Park Ft. Wayne, Ind. 46805</p>								
<p>3. ARTICLE DESCRIPTION:</p> <table border="1"> <tr> <td>REGISTERED NO.</td> <td>CERTIFIED NO.</td> <td>INSURED NO.</td> </tr> <tr> <td>P29</td> <td>9171459</td> <td></td> </tr> </table> <p>(Always obtain signature of addressee or agent)</p>			REGISTERED NO.	CERTIFIED NO.	INSURED NO.	P29	9171459	
REGISTERED NO.	CERTIFIED NO.	INSURED NO.						
P29	9171459							
<p>I have received the article described above.</p> <p>SIGNATURE <input type="checkbox"/> Addressee <input type="checkbox"/> Authorized agent</p> <p><i>Donald J. Schmidt</i></p>								
<p>4. DATE OF DELIVERY</p> <p>6-72-82</p>		<p>POSTMARK</p> <p>6-72-82</p>						
<p>5. ADDRESS (Complete only if requested)</p>								
<p>6. UNABLE TO DELIVER BECAUSE:</p>		<p>CLERK'S INITIALS</p>						

UNITED STATES POSTAL SERVICE

OFFICIAL BUSINESS

SENDER INSTRUCTIONS

Print your name, address, and ZIP Code in the space below.

- Complete items 1, 2, and 3 on the reverse.
- Attach to front of article if space permits, otherwise affix to back of article.
- Endorse article "Return Receipt Requested" adjacent to number.

PENALTY FOR PRIVATE
USE TO AVOID PAYMENT
OF POSTAGE. \$300



RETURN
TO



City Clerks Office-Room 122

(Name of Sender)

One East Main Street.

City-County Bldg.

(Street or P.O. Box)

Fort Wayne, Indiana 46802

(City, State, and ZIP Code)

PS Form 3811, Jan. 1979

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.								
1. The following service is requested (check one.) <input checked="" type="checkbox"/> Show to whom and date delivered..... € <input type="checkbox"/> Show to whom, date and address of delivery..... € <input type="checkbox"/> RESTRICTED DELIVERY Show to whom and date delivered..... € <input type="checkbox"/> RESTRICTED DELIVERY. Show to whom, date, and address of delivery. \$ ____ (CONSULT POSTMASTER FOR FEES)								
2. ARTICLE ADDRESSED TO: Mark E. GiaQunita 4202 South Wayne Ave. Ft. Wayne, Indiana 46807								
3. ARTICLE DESCRIPTION: <table border="1"> <tr> <td>REGISTERED NO.</td> <td>CERTIFIED NO.</td> <td>INSURED NO.</td> </tr> <tr> <td>P29</td> <td>9171449</td> <td></td> </tr> </table> (Always obtain signature of addressee or agent)			REGISTERED NO.	CERTIFIED NO.	INSURED NO.	P29	9171449	
REGISTERED NO.	CERTIFIED NO.	INSURED NO.						
P29	9171449							
I have received the article described above. SIGNATURE <input type="checkbox"/> Addressee <input type="checkbox"/> Authorized agent X Mark E. GiaQunita								
4. DATE OF DELIVERY		POSTMARK F. RT JUN 14 1982						
5. ADDRESS (Complete only if requested)								
6. UNABLE TO DELIVER BECAUSE:		CLERK'S INITIALS						

UNITED STATES POSTAL SERVICE

OFFICIAL BUSINESS

SENDER INSTRUCTIONS

Print your name, address, and ZIP Code in the space below.

- Complete items 1, 2, and 3 on the reverse.
- Attach to front of article if space permits, otherwise affix to back of article.
- Endorse article "Return Receipt Requested" adjacent to number.

PENALTY FOR PRIVATE
USE TO AVOID PAYMENT
OF POSTAGE \$300



RETURN
TO



City Clerks Office-Room 122

(Name of Sender)

One East Main Street.

City-County Bldg.

(Street or P.O. Box)

Fort Wayne, Indiana 46802

(City, State, and ZIP Code)

PS Form 3811, Jan. 1979

SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one.)
- ☒ Show to whom and date delivered. \$
- ☐ Show to whom, date and address of delivery. \$
- ☐ RESTRICTED DELIVERY
Show to whom and date delivered. \$
- ☐ RESTRICTED DELIVERY.
Show to whom, date, and address of delivery. \$

(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:

John Nuckols
2419 Winch St.
Ft. Wayne, Indiana 46803

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
P29	9171444	

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY

6-12-82

5. ADDRESS (Comments only, if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S
INITIALS

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL



UNITED STATES POSTAL SERVICE

OFFICIAL BUSINESS

SENDER INSTRUCTIONS

Print your name, address, and ZIP Code in the space below.

- Complete items 1, 2, and 3 on the reverse.
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PENALTY FOR PRIVATE
USE TO AVOID PAYMENT
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PS Form 3811, Jan. 1979

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.								
1. The following service is requested (check one.) <input checked="" type="checkbox"/> Show to whom and date delivered.....¢ <input type="checkbox"/> Show to whom, date and address of delivery.....¢ <input type="checkbox"/> RESTRICTED DELIVERY Show to whom and date delivered.....¢ <input type="checkbox"/> RESTRICTED DELIVERY Show to whom, date, and address of delivery \$ ____								
(CONSULT POSTMASTER FOR FEES)								
2. ARTICLE ADDRESSED TO: James S. Stier 3404 Congress Ft. Wayne, Indiana 46806								
3. ARTICLE DESCRIPTION: <table border="1" style="width: 100%;"> <tr> <td style="width: 33%;">REGISTERED NO.</td> <td style="width: 33%;">CERTIFIED NO.</td> <td style="width: 33%;">INSURED NO.</td> </tr> <tr> <td colspan="3" style="text-align: center;">P29 9171448</td> </tr> </table> (Always obtain signature of addressee or agent)			REGISTERED NO.	CERTIFIED NO.	INSURED NO.	P29 9171448		
REGISTERED NO.	CERTIFIED NO.	INSURED NO.						
P29 9171448								
I have received the article described above. SIGNATURE <input type="checkbox"/> Addressee <input type="checkbox"/> Authorized agent <i>James S. Stier</i>								
4. DATE OF DELIVERY		POSTMARK 						
5. ADDRESS (Complete only if requested)								
6. UNABLE TO DELIVER BECAUSE		CARRIER'S INITIALS <i>CM</i>						

UNITED STATES POSTAL SERVICE

OFFICIAL BUSINESS

SENDER INSTRUCTIONS

Print your name, address, and ZIP Code in the space below.

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- Attach to front of article if space permits, otherwise affix to back of article.
- Endorse article "Return Receipt Requested" adjacent to number.

PENALTY FOR PRIVATE
USE TO AVOID PAYMENT
OF POSTAGE, \$300



RETURN
TO



City Clerks Office-Room 122

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City-County Bldg.

(Street or P.O. Box)

Fort Wayne, Indiana 46802

(City, State, and ZIP Code)

PS Form 3811, Jan. 1979

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.								
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(CONSULT POSTMASTER FOR FEES)								
2. ARTICLE ADDRESSED TO: Janet G. Bradbury 2109 Pinnacle Court Ft. Wayne, Indiana 46815								
3. ARTICLE DESCRIPTION: <table border="1"> <tr> <td>REGISTERED NO.</td> <td>CERTIFIED NO.</td> <td>INSURED NO.</td> </tr> <tr> <td>P29</td> <td>9171447</td> <td></td> </tr> </table> (Always obtain signature of addressee or agent)			REGISTERED NO.	CERTIFIED NO.	INSURED NO.	P29	9171447	
REGISTERED NO.	CERTIFIED NO.	INSURED NO.						
P29	9171447							
I have received the article described above. SIGNATURE <input type="checkbox"/> Addressee <input type="checkbox"/> Authorized agent <i>Karen Bradbury</i>								
4. DATE OF DELIVERY 6-12-87		POSTMARK 						
5. ADDRESS (Complete only if requested)								
6. UNABLE TO DELIVER BECAUSE:								
		CLERK'S INITIALS 						

UNITED STATES POSTAL SERVICE

OFFICIAL BUSINESS

SENDER INSTRUCTIONS

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- Endorse article "Return Receipt Requested" adjacent to number.

PENALTY FOR PRIVATE
USE TO AVOID PAYMENT
OF POSTAGE, \$300



RETURN
TO



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(Street or P.O. Box)

Fort Wayne, Indiana

46802

(City, State, and ZIP Code)

PS Form 3811, Jan. 1979

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

1. SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.								
1. The following service is requested (check one.) <input checked="" type="checkbox"/> Show to whom and date delivered..... <input type="checkbox"/> Show to whom, date and address of delivery..... <input type="checkbox"/> RESTRICTED DELIVERY <input type="checkbox"/> Show to whom and date delivered..... <input type="checkbox"/> RESTRICTED DELIVERY Show to whom, date, and address of delivery \$ ____ (CONSULT POSTMASTER FOR FEES)								
2. ARTICLE ADDRESSED TO: Paul M. Burns 4201 Warsaw Ft. Wayne, Ind. 46806								
3. ARTICLE DESCRIPTION: <table border="1"> <tr> <td>REGISTERED NO.</td> <td>CERTIFIED NO.</td> <td>INSURED NO.</td> </tr> <tr> <td>P29</td> <td>9171446</td> <td></td> </tr> </table>			REGISTERED NO.	CERTIFIED NO.	INSURED NO.	P29	9171446	
REGISTERED NO.	CERTIFIED NO.	INSURED NO.						
P29	9171446							
(Always obtain signature of addressee or agent) I have received the article described above. SIGNATURE <input checked="" type="checkbox"/> Addressee <input type="checkbox"/> Authorized agent								
4. DATE OF DELIVERY 6-12-82								
5. ADDRESS (Complete only if requested)								
6. UNABLE TO DELIVER BECAUSE:								





The City of Fort Wayne

Office of the Mayor

June 10, 1982

The Honorable Charles W. Westerman
City Clerk
City of Fort Wayne, Indiana
One Main Street
Fort Wayne, Indiana 46802

Dear Mr. Westerman:

Pursuant to I.C. 36-4-6-7(b), I hereby respectfully request a special meeting of the Common Council of the City of Fort Wayne, Indiana to be held Tuesday, June 15, 1982 commencing at seven o'clock p.m., prior to Council's regularly scheduled Committee session. The meeting will be held in the Council Chambers.

The purpose of the meeting is for introduction and hopeful passage of an Ordinance dealing with International Harvester Company, and specifically, the City's participation in an Interlocal Cooperative Agreement in conjunction with the County and State with respect to commitments to be made by the City in relationship to Harvester's operations in Fort Wayne.

Because of the urgency of the situation at hand, I would hope that Council gives this matter prompt consideration on Tuesday night that would allow for passage of this Ordinance at that time.

It is my understanding that your office will take care of all calls, consents and waivers with respect to the special meeting.

As noted below, each member of the Common Council will receive a copy of this letter.

Sincerely,



Winfield C. Moses, Jr.
Mayor
City of Fort Wayne, Indiana

WCM,jr:sj

cc: Members of the Common Council
of the City of Fort Wayne, Indiana

An Equal Opportunity Employer

One Main Street, Fort Wayne, Indiana 46802